

C.P.S. Chemical Company and Local 469, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America. Case 22-CA-10408

June 30, 1982

DECISION AND ORDER

**BY CHAIRMAN VAN DE WATER AND
MEMBERS FANNING AND ZIMMERMAN**

On March 23, 1982, Administrative Law Judge William F. Jacobs issued the attached Decision in this proceeding. Thereafter, the General Counsel filed exceptions and a supporting brief, and Respondent filed an answering brief.

Pursuant to the provisions of Section 3(b) of the National Labor Relations Act, as amended, the National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

The Board has considered the record and the attached Decision in light of the exceptions and briefs and has decided to affirm the rulings, findings, and conclusions of the Administrative Law Judge and to adopt his recommended Order.

ORDER

Pursuant to Section 10(c) of the National Labor Relations Act, as amended, the National Labor Relations Board adopts as its Order the recommended Order of the Administrative Law Judge and hereby orders that the complaint be, and it hereby is, dismissed in its entirety.

DECISION

STATEMENT OF THE CASE

WILLIAM F. JACOBS, Administrative Law Judge: This case was heard before me on September 14, 1981, at Newark, New Jersey. The charge was filed on November 7, 1980,¹ by Local 469, International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, herein called the Union. The complaint issued on December 22 and was amended at the hearing to allege that, on November 4, the Union and C.P.S. Chemical Company, herein called Respondent or the Company, reached full and complete agreement with respect to the terms and conditions of employment of the employees of Respondent in an appropriate unit, which agreement included a pension provision to be incorporated in a collective-bargaining agreement between said parties; that since on or about November 5 the Union has requested Respondent to reduce to writing and incorporate in a written and signed contract the agreement reached concerning a pension plan; and that since said date Respondent has in bad faith failed and refused to reduce to writing and incorporate in a written and signed contract the agreement reached with the Union

concerning a pension plan in violation of Section 8(a)(1) and (5). In its answer Respondent denied the commission of any unfair labor practices and pled several affirmative defenses, the majority of which need not and will not be reached in this Decision.

Representatives of all parties were present and were given full opportunity to participate in the hearing. Subsequently, Respondent and the General Counsel filed briefs. Based upon the entire record, including my observation of the demeanor of the witnesses, and after due consideration of the briefs, I make the following:

FINDINGS OF FACT

I. JURISDICTION

Respondent is a New Jersey corporation with its principal office and place of business in Old Bridge, New Jersey, where it is engaged in the manufacture, sale, and distribution of chemicals and related products. In the course and conduct of its business operations, during the 12 months preceding issuance of complaint, Respondent caused to be purchased, transferred, and delivered to its Old Bridge, New Jersey, place of business goods and materials valued in excess of \$50,000 in interstate commerce directly from States of the United States other than the State of New Jersey. Respondent is, and has been at all times material herein, an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

II. THE LABOR ORGANIZATION INVOLVED

The complaint alleges, the answer admits, and I find that the Union is a labor organization within the meaning of Section 2(5) of the Act.

III. THE ALLEGED UNFAIR LABOR PRACTICES

Respondent and the Union have had an ongoing bargaining relationship for in excess of 12 years. The most recent collective-bargaining agreement prior to the events which have given rise to the instant case was due to expire at midnight, October 31. In contemplation of a new contract the parties arranged to meet on September 23.

On that date the parties entered into negotiations toward a new agreement. The Union was represented by a negotiating team headed by Robert W. Rossi, its president and business manager. Respondent was represented by Jack Rowe, its operations manager; William Sisco, a consultant; and Alfred Hill, its attorney. The Union at the opening session offered a four-page proposal containing a large number of demands including the establishment of a pension plan. This proposal was considered unrealistic, according to the testimony of Jack Rowe, but it was used nevertheless as the basis for launching into more serious negotiations. With regard to the establishment of a pension plan, Respondent took the position that the employees in the unit were too young in terms of seniority and there was too heavy a turnover in its complement to warrant one. Respondent contended that the establishment of a pension plan at that time was premature.

¹ All dates are in 1980 unless otherwise noted.

There were additional negotiations on certain dates in October. Then on October 27, Robert W. Rossi withdrew as the Union's chief negotiator and his son, Robert J. Rossi, a business agent, took over his role. On October 28 a bargaining session took place at which, among other things, pension plans were again discussed at the urging of the Union, at the request of the unit employees. The Union advised Respondent that the employees wanted to be covered by a pension plan preferably the Teamsters Local 469 pension plan. Respondent rejected the Union's demand, holding firm to its earlier position for the reasons enumerated above. Sisco suggested² that he could come up with an alternative to the Teamsters pension fund but, when Rossi stated that the Union was open to any suggestions concerning any pension plan, the matter was not pursued further.

On October 29, a negotiating session took place wherein a number of matters were discussed. The pension again became an important subject of negotiations but no change in position was manifested by either side.

On October 31, the day the contract was scheduled to expire, the parties met once again, early, because of the possibility of a work stoppage at midnight. Negotiations continued throughout the day and many proposals were discussed at great length, although pension funds were given high priority. Though several of the Union's demands were modified during the negotiations this day, the Union still remained firm in its demand for some sort of pension plan. Respondent, however, was just as adamant in its position that it would not agree to the establishment of such a plan, whether it be the Union's plan or some other one.

There was a ratification meeting of the employees scheduled for between 7:30 and 8 p.m. By that time Respondent had put together a package which included³ a wage increase of 80 cents the first year and 60 cents for each of the next 2 years for truckdrivers and class A mechanics and operators, and 70 cents the first year and 55 cents for each of the next 2 years for class B mechanics and operators in a 3-year contract. With regard to the all-important issue of the pension plan, Respondent offered to furnish a letter of intent that 3 years hence it would establish one.⁴ Rossi agreed to take Respondent's proposal to the employees but stated that he would not recommend its acceptance. At the ratification meeting, the employees rejected Respondent's proposal unanimously and voted to strike at midnight.

Later that evening, after the ratification vote resulted in rejection, the parties met once again. At this point, in order to get over Respondent's objection to the lack of tenure of its employees, Rossi proposed that Respondent accept the Teamsters Local 469 pension plan for its employees with the understanding that the Union would red-circle the names of all current employees and if any of these employees left the employ of the Company, Re-

spondent would be credited for all moneys paid out on behalf of these employees, and the money so credited applied to future pension payments on behalf of those employees who remained. According to Rossi, Respondent agreed to take his proposal to Philip Meisel, the president of the Company who had been unable to attend negotiations⁵ that day because of an earlier death in his family and religious obligations connected therewith. After an extended time, Respondent's representatives returned to the meeting and said that they had not, or could not, contact Meisel. They stated at this point that the pension fund would not be acceptable to the Company because the Company could not afford monetarily to get involved in a pension fund at that time. Rossi became upset at this statement because as far as he was concerned he had been told that his proposal was going to be put before Meisel for consideration and only Meisel could make a decision on it. Now, he was being told that Meisel had not even been contacted. Discussions nevertheless continued, apparently with the understanding that the company representatives would continue to try to contact Meisel.

Finally, Meisel was contacted, Rossi was so informed and sometime late that evening Meisel⁶ arrived at the negotiations and began to participate therein. Meisel asked what the hangup was and was informed of the status of the situation at that time. More specifically, he was advised that the employees had rejected the Company's proposal, the principal reason being the lack of a pension plan. Meisel stated that the employees should not strike as they had threatened and requested that negotiations continue the following week. He promised to look into the matter of pension funds but stated that he needed time to investigate the matter, at least the weekend plus another work day.⁷ The Union agreed to Meisel's request for additional time. The parties also agreed to the presence and participation of the state mediator in the negotiations at the earliest possible moment. The next meeting was scheduled for November 4 and the employees agreed not to strike but rather to await the outcome of further negotiations which were to continue on a day-to-day basis thereafter.

The parties met, as scheduled, on November 4 in the presence of and under the control of the mediator. The same representatives of the parties were present at this meeting as at previous meetings, except for the addition once again of Robert W. Rossi. Meisel too was present along with his accountant.

After a brief introductory session during which the parties made opening statements and reviewed the progress of negotiations to date, the mediator split the parties and placed them in separate rooms. Before they were divided, however, Robert J. Rossi asked Meisel if he had

² There is contrary testimony that this suggestion may have come up at another meeting. In any case, I find it was an ephemeral idea, merely mentioned once, in passing.

³ Rowe credibly testified as to the content of the wage increase offer. Robert J. Rossi admitted to being a little unsure on this point.

⁴ The offer of such a letter of intent had been verbally made prior to the October 31 negotiating session.

⁵ Meisel had requested that the negotiations be rescheduled to a later date so that he could attend, but the Union would not agree.

⁶ Meisel was accompanied by his accountant.

⁷ Rowe testified that the Company had been looking into the matter of pensions for a week or more but had not been able to come up with anything to present to the Union by October 31. Even so, Rowe indicated that whatever was determined to be presentable by the following week was only intended as something to be pursued in the future, not to be included in the contract then being negotiated.

obtained the additional pension information as promised. Meisel stated that he had not done so, that getting the information needed might be time-consuming, and that Respondent simply had not obtained sufficient data to enable it to describe to the Union what type of pension plan might be acceptable to the Company at some future⁸ date. When told that the Company had obtained no additional information, Robert J. Rossi became irate because he had gone to the employees and had kept them from striking in order to permit Meisel to gather additional pension information only to be told 4 days later that there was nothing to show for the delay. A heated discussion erupted, then the parties were separated and sent to their separate rooms, with the mediator thereafter going back and forth between the parties with various proposals.

According to Rowe, after the parties were separated, the primary topic of conversation between the company representatives and the mediator was wages. The subject of the pension was also discussed, with the mediator reiterating the Union's position earlier stated, that they wanted a pension plan incorporated into the contract. Respondent, however, maintained its position that it was not in favor of incorporating a pension plan in the agreement then being negotiated.

The negotiations continued for several hours, then finally, in mid-evening, according to R. J. Rossi, the mediator approached the Union's representatives and asked for a bottom line; i.e., what it would take to obtain a contract. Robert W. Rossi stated that the Union would settle the issue for 95 cents the first year, and 75 cents for each of the last 2 years of the contract period with the understanding that 30 cents of the first year's increase and 10 cents of each of the succeeding year's increase was to be put into the Teamsters Local 469 pension fund, all of this to be included in explicit language in the contract.

Rowe testified that the last wage proposal of the Company was a 95-cent-per-hour wage increase for the first year and 75-cent-per-hour wage increase for each of the last 2 years and that this proposal was given to the mediator. No mention was made, however, of any portion of this offer being put into a pension fund.

According to R. J. Rossi, after the mediator obtained the Union's "bottom line" proposal, he went back to the Company's negotiating team and was gone for about an hour and a half. He then returned and told the union team that they had an agreement. He then left to go back to the company team and, according to Rowe, advised them that agreement had been reached. The mediator then brought the Company's team back into the room where the Union's representatives were waiting.

Once the members of both teams were gathered together, the mediator reviewed the proposals, summarizing the key points of the contract which had been agreed upon. Toward the end of the summarization, the mediator got to the subject of wages which he described as a

95- 75- 75-cent hourly wage increase for the 3-year contract. He made no mention of the pension fund but concluded his summary and began to gather his materials to put into his briefcase in preparation for leaving. At this point R. W. Rossi stated, addressing the mediator, "Now, Tony, don't forget that that has 30, 10 and 10 deduction for Teamsters' Local 469 pension fund . . . You can't put it in the contract as 95, 75, and 75. In the contract it must read 65, 65, and 65 with 30, 10 and 10 as a contract [provision]⁹ for the pension fund." Rowe testified that these remarks were the first indication Respondent had received that there were any strings attached to the straight 95-75-75 monetary proposal. The Company's representatives were silent. Rowe described himself as "shocked beyond belief, because it [the 30-10-10 deduction]¹⁰ was something which had not been, at any time, discussed with us by the mediator." R. J. Rossi admitted that when he brought up the subject of the deductions for the pension fund, Respondent's representatives looked as though they were "a little taken aback, surprised." Still, they remained silent. Finally, Rowe asked, addressing his question to Robert W. Rossi and the others, how this pension fund was to be administered, and if this meant that the Company was going to be involved in some kind of collection program through its accounting department. The union representatives thereupon explained that the pension fund had to be included in contractual language in the agreement but that its administration would be simple, merely a matter of filling out some forms each month. The actual amount to be deducted from each employee's pay was then explained by the Union representatives to Rowe and the other company representatives, with particular attention being paid to whether or not there would be additional deductions for the pension fund for overtime worked. By this time the mediator had left or was about to leave.

The Union and Company then agreed¹¹ that the ratification vote should take place the following day at the plant at 8:30 a.m. in order to enable the unit employees to vote without the necessity of interrupting production. Without ratification by the employees there could be no agreement. Robert J. Rossi advised the company representatives that he intended to recommend to the employees that they ratify the contract as agreed upon. Meisel wished him good luck with the vote.

Following the brief discussion about the ratification vote, the meeting broke up, the mediator left, and the company representatives held a meeting of their own to discuss what had happened. They all agreed that they had not had any warning with regard to the pension plan, that it had not been tied in, in any way, with the mediator's presentation to the Company of the final wage package. It was decided that Hill should call the mediator that night and get some clarification on what had occurred.

⁹ This word appears as "proposal" in the record.

¹⁰ Rowe testified that he knew what R. W. Rossi was talking about when he brought up the 30-10-10 because it had been the subject of discussion earlier that day. It had not, Rowe maintained, been part of the final proposal, however.

¹¹ Robert J. Rossi testified to this part of the discussion. Rowe's memory on this point was admittedly weak.

⁸ Even at this point in the negotiations it would appear that the chief spokesmen of the parties did not understand fully that the Union was talking about a pension plan to be included in the contract then being negotiated while Respondent's representatives were discussing a plan to be implemented in the future.

Early on the morning of November 5, Rowe was advised that the mediator had not yet been reached as hoped. This was about 8 a.m. Shortly thereafter, Robert J. Rossi appeared at the plant and asked Rowe to help him produce some additional ballots for the election. Rowe agreed and xeroxed the additional ballots but still made no mention that a misunderstanding about the pension plan existed,¹² nor did he attempt to prevent the ratification vote from taking place. After obtaining the additional ballots, Rossi went to the tool room and explained to the employees what he perceived to be the results of the November 4 negotiations, particularly mentioning the wage package and pension plan. He recommended that the employees approve the agreement, and they did so 23-to-3. Rossi then went into Rowe's office and advised him of the outcome of the vote.¹³ They both shook hands and Rowe remarked, "We'll see how it works, we'll see how it goes," a remark which puzzled Rossi but which he did not pursue.

Meanwhile, about 10 a.m. Hill was in contact with Robert W. Rossi by telephone. During the conversation, Hill told R. W. Rossi that on November 4, during the negotiations in which the mediator acted as go-between, he had apparently told the union representatives one thing and Respondent's representatives another and that the Company had never agreed to the establishment of a pension plan as the Union seemed to think. R. W. Rossi asked Hill if he at least had called somebody over at the plant to stop his son from going in and taking the vote. Hill replied that he did not know, that he was in his office. The union president then indicated that he was not surprised about the misunderstanding, expressing a lack of faith in mediators in general.

When Robert J. Rossi arrived back at the office, he went in to see his father to tell him that the contract had been ratified. His father then informed him that there was a problem and described his conversation with Hill. In short, he advised his son that the Company was taking the position that it was not contractually obligated to establish a pension plan.

About noon, Hill was finally able to reach the mediator and after speaking with him he called Robert W. Rossi back to confirm that indeed there had been a misunderstanding with regard to the pension plan, that the two groups had been presented different packages. Hill advised Rossi that, in his opinion, it would be in the best interest of the bargaining unit employees and of the Company to have further discussions on the subject and try to resolve the differences. A meeting was thereupon scheduled for that afternoon.¹⁴

¹² Though there is no explanation in the record as to why Rowe did not mention the misunderstanding, it would appear that it had been decided to leave it to Hill, Respondent's attorney, to handle this delicate task.

¹³ Rowe could not recall seeing or speaking with Rossi that day after xeroxing the ballots. And although he did not specifically deny that the conversation occurred, he did state that he never received a report of the vote's outcome and implied that one had never taken place because, to get all of the employees in the unit to be present for such a vote, the Company would have had to become involved in scheduling and it had not been. I credit Rossi with regard to the above description of events, however.

¹⁴ Meanwhile Robert W. Rossi had contacted Meisel as a result of Hill's call and asked to meet with him personally. They met at 1 p.m. in

The meeting was held on the company premises with Robert W. Rossi present representing the Union and Sisco, Rowe, and Meisel representing Respondent. At the meeting the two parties discussed what they had been told the day before privately by the mediator and agreed that each had received a different package. Although both sides agreed that there had been a misunderstanding, Rossi voiced his annoyance that no one from the Company had mentioned the misunderstanding earlier and that his son had thereby been allowed to make a fool of himself by going to the plant and taking a vote which Respondent's officials knew was to no purpose. Despite this argument, the parties agreed to meet to continue negotiations the following day with Respondent also agreeing to try to get the mediator to attend.¹⁵ Before breaking up, the Company presented Rossi with a memorandum addressed to its employees and signed by Meisel, Rowe, and Sisco in which its position with regard to the contract and the negotiations was spelled out.

On the morning of November 6, the parties once again met. Both Robert J. and Robert W. Rossi were present as well as the Union's negotiating team. Respondent's representatives were the same. The November 4 negotiations were rehashed and an argument ensued.¹⁶ But the eventual outcome of the argument was that there had indeed been a misunderstanding which the parties should rectify if possible. Respondent's representatives requested that the Union, on the morning of November 7, take another vote on the 95-75-75 proposal without the pension fund included. The Union at this time was given a letter which was to be an addendum to the contract in which the Company obligated itself to negotiate a pension plan 3 years hence. Robert J. Rossi agreed to take the contract with the addendum to the employees for a vote the following morning as requested and to recommend its acceptance.

After the November 6 meeting broke up, Robert J. Rossi called the National Labor Relations Board and was told that if he wished to file a charge he should show up at the Board's office in person the following morning. With this in mind, Robert J. Rossi went to the plant about 7:30 or 8 a.m. to discuss the vote. He told the employees that the Company was not going to live up to its agreement. He informed them that he had a good case before the Labor Board and that they should stick by the contract they had voted on earlier and not vote on the new proposal without the pension plan. Although he recommended that the employees not vote on the company

Meisel's office where after Rossi demanded to know what went wrong, Meisel verbally attacked the Teamsters pension plan as being run by a bunch of crooks and stated that he did not want to trust his money or his employees' money to the Teamsters pension plan. An argument broke out during which Rossi defended himself and the Local's plan. Nothing seems to have been accomplished and the two then joined the other company representatives outside.

¹⁵ This attempt proved futile.

¹⁶ Primarily the Union's position was that if there was a misunderstanding induced by the mediator, Respondent had ample opportunity to say so, both on November 4 and on the morning of November 5. Yet, the Union did not totally abandon its position that agreement had, in fact, been reached. The subsequent filing of the unfair labor practice charge so indicates.

plan, he left the decision to them, asking for a show of hands to decide whether or not a vote should be taken. By the show of hands the employees indicated that they did not wish to vote on the company proposal at that time. They agreed that Rossi should go to the Labor Board and report back to them at 7:30 p.m. at which time they would decide once again whether or not to vote on the company proposal. Rossi thereupon left, went to the Board office, and filed the instant charge.

On the afternoon of November 7 when R. J. Rossi arrived at the Board offices he was seen there by Hill who just happened to be there also. Hill determined that Rossi was filing charges against Respondent and advised Rowe of this fact. Rowe decided, in the face of the unfair labor practice charges being filed, that probably the unit employees had not received the Company's side of the story. Consequently, Rowe composed a memorandum addressed to its employees dated November 7 and signed by the same three company officials that had signed the November 5 agreement, a copy of which had been given to Robert W. Rossi on that day. The November 5 memorandum was attached to the November 7 memorandum which brought the situation up to date, and both memoranda were distributed to the employees. The November 7 memorandum stated that Respondent was not opposed to the institution of a pension plan administered by the Company and was willing to continue to negotiate on the subject but was opposed to the Union's pension plan. It urged further negotiation rather than a strike.

About 7:30 p.m. that evening Robert J. Rossi met with the employees once again. He told them that there were a number of avenues open which they could take. He told them that they could strike since the contract had expired and there was no vote on the new contract at all, since there had been a vote on November 5 on the contract which included the agreement to establish a pension fund. On the other hand, he said, they could vote on the Company's proposal, subject to the outcome of the NLRB charges. The employees decided not to strike but to vote on the Company's proposal of November 6 subject to the outcome of the unfair labor practice charges.¹⁷ The employees voted 16-to-11 in favor of the Company's proposal. After the ratification vote on the evening of November 7, Rossi told Rowe of the outcome of the vote.

Hill was requested and agreed to prepare the new labor agreement. R. J. Rossi called Hill's office several times after November 7 hoping to get copies of the contract to review with the membership but a draft was not forthcoming until late November. On November 24 a copy of the draft was forwarded to the Union along with notification that Meisel was, at the time, out of the country but would make arrangements to execute the contract upon his return, about December 3 or 4.

On December 3, Hill wrote a letter to R. J. Rossi in which he noted that he had heard from the Union's at-

torney, Sheldon Margolis, the day before and had been told by him that the unfair labor practice charges were still being processed. Hill stated that this fact was a complete surprise to him since he had assumed that the charges¹⁸ would be withdrawn upon the execution of the new agreement later in the week. He added that he was shocked when he was told by Margolis that the vote taken by the employees on November 7 was conditioned on the outcome of the unfair labor practice charges and protested that there was never any indication to him or to the Company that the affirmative vote taken November 7 was conditional upon the outcome of the unfair labor practice.¹⁹ He finished by stating that if the Union refused to execute the agreement then being drawn up, he would file additional 8(a)(5) charges himself and informed Rossi that Meisel was back from his trip and prepared to execute the contract. Rossi never bothered to answer Hill's letter.

After one or more meetings to iron out language differences in the contract, the parties met on December 11, made a few additional changes, and then signed the contract, Hill first insisting that the Union sign the side agreement concerning future bargaining for a pension plan. The contract was made retroactive to November 1, and the parties have lived up to its provisions ever since its execution.

Analysis and Conclusion

From the description of events of November 4 by both the General Counsel's and Respondent's witnesses, I conclude that because the mediator apparently presented a different set of proposals to each of the parties, there was never a meeting of the minds with regard to the inclusion of a pension plan in the contract being negotiated. Indeed, R. J. Rossi admitted that when R. W. Rossi brought up the subject of the inclusion of a pension plan in the contract late on the evening of November 4, the company representatives appeared to be "taken aback and surprised." I believe that when Rowe testified that he was shocked, he was telling the truth. Granted, in hindsight, that it would probably have been better for the company representatives to come right out at the time and state that they had not agreed to a pension plan, instead of asking questions about it and waiting until they had time to contact the mediator to determine what happened, their choice of procedure does not convince me that they had been, or were at the time, engaging in bad-faith bargaining. I find, in short, that on November 4 there was merely an unfortunate misunderstanding between the parties and that no violation of

¹⁸ Respondent had, itself, filed charges in response to the Union's charges and Hill stated in this letter that he assumed that both sets of charges were to be withdrawn. Respondent's charges were based on an allegation that the Union had reneged on a November 6 agreement.

¹⁹ With regard to Hill's statement that he was unaware that acceptance of the Company's proposal was conditional upon the outcome of the unfair labor practice, R. J. Rossi denied that he ever told Hill that the Union's charge was going to be withdrawn once the contract was signed. On the contrary, R. J. Rossi testified that during one of his several phone calls to Hill he told him that the Union did not intend to withdraw its charge against Respondent. Whether or not he did so, however, does not affect the decision herein.

¹⁷ Rossi admitted that nothing was ever put in writing concerning the ratification being conditional upon the outcome of the ULP charges. He also admitted that the Company had not yet been told that the ratification was so conditional, although they were, according to Rossi, subsequently told.

Section 8(a)(5) and (1) occurred. I shall therefore recommend dismissal of the case in its entirety.

CONCLUSIONS OF LAW

1. Respondent is an employer within the meaning of Section 2(2) of the Act and is engaged in commerce within the meaning of Section 2(6) and (7) of the Act.

2. The Union is a labor organization within the meaning of Section 2(5) of the Act.

3. Respondent has not committed any of the unfair labor practices alleged in the complaint.

Upon the foregoing findings of fact, conclusions of law, and the entire record in this case, and pursuant to

Section 10(c) of the Act, I hereby issue the following recommended:

ORDER²⁰

It is ordered that the complaint be, and it hereby is, dismissed in its entirety.

²⁰ In the event no exceptions are filed as provided by Sec. 102.46 of the Rules and Regulations of the National Labor Relations Board, the findings, conclusions, and recommended Order herein shall, as provided in Sec. 102.48 of the Rules and Regulations, be adopted by the Board and become its findings, conclusions, and Order, and all objections thereto shall be deemed waived for all purposes.